

STANDARD AFFILIATION AGREEMENT
BETWEEN
FIRSTHEALTH OF THE CAROLINAS, INC.
And
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
Associate Degree Nursing and Practical Nursing Programs

THIS AGREEMENT made this 10th. day of November 2008, between FIRSTHEALTH OF THE CAROLINAS, INC. and its entities including but not limited to hospital(s), hospital owned clinics, community and school health services, hospice, and home health hereinafter referred to as "Hospital" and Fayetteville Technical Community College ("hereinafter referred to as "College").

WITNESSETH:

WHEREAS, Hospital desires to participate in the student clinical education efforts of College, and thereby, foster the clinical training and professional growth and development of the student affiliate for the benefit of the community for which Hospital underlakes to serve.

NOW, THEREFORE, in consideration of these mutual interests, College and Hospital agree to the following:

1. TERM

This Agreement shall be considered as perpetual in nature with an annual letter of intent sent and signed by College to reaffirm the need to continue the contract. (For suggested form—see Appendix A.) The intent to continue form should be sent at least six weeks prior to the initiation of any new group of students. Either party may, however, terminate this agreement for any reason by written notice to the appropriate institutional official as may be appropriate at least ninety (90) days prior to the desired termination date. In the event of termination of this agreement during a student's clinical rotation, students will be afforded an opportunity to complete course requirements at Hospital's discretion. This agreement may be modified or amended by mutual written consent of both parties at any time.

2. MUTUAL RESPONSIBILITIES OF HOSPITAL AND COLLEGE

- A. Hospital will designate one or more representatives who will coordinate the activities required of this agreement and who will determine the number of students assigned to Hospital. Unless otherwise specified, the representative of Hospital will be the individual responsible for clinical operations.
- B. Hospital and College will not unlawfully discriminate against any employee, applicant or student enrolled in their respective programs because of race, color, creed, age, physical handicap, sex or national origin.
- C. Removal of a student from a clinical affiliation on the part of Hospital shall be the exclusive right of Hospital with or without cause but shall be done with reasonable notice to College and to the student.

- D. Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.
- E. Hospital and College agree that this Agreement does not create the relationship of agency/agent as employer/employee between the parties; such relationship of Hospital or College to be an independent contractor with the other.

3. RESPONSIBILITIES OF HOSPITAL

- A. Hospital will have ultimate responsibility for patient care including the assignment of personnel and students.
- B. Hospital will provide the physical facilities including use of classrooms, conference rooms and medical library when available, clinical equipment and patients to conduct the education program in accordance with the affiliation objectives.
- C. Hospital will designate the executive responsible for clinical operations to serve as the coordinator of educational experiences at the Hospital and to act as liaison with College.
- D. Hospital will provide the assigned student(s) with an orientation to Hospital and provide each student with pertinent rules and regulations.
- E. Hospital will provide an opportunity for College to create a planned supervised program of clinical experience, including patient contact, patient record keeping and other assigned duties.
- F. Hospital will provide feedback to College regarding students' performance within Hospital.
- G. Hospital will evaluate the performance of the assigned student(s) at appropriate times and upon the completion of the affiliation period as requested by College in writing using forms provided or approved by College.
- H. Hospital will advise College at the earliest possible time of any serious deficiency noted in an assigned student's performance. Hospital and College may act to devise a plan by which the student may be assisted toward achieving the stated objectives of the affiliation or Hospital may choose to remove the student from the clinical experience at its sole election.

- I. Hospital reserves the right to request that College voluntarily withdraw from the affiliation, any student or faculty whose health or performance is a detriment to patient well-being or to the achievement of the stated objectives of the affiliation or if the Hospital environment is detrimental to student learning.
- J. Hospital will advise College of benefits available to students.

4. RESPONSIBILITIES OF COLLEGE

- A. College will assume overall academic responsibility for planning and implementation of the educational program.
- B. College will refer to Hospital only those students who have satisfactorily completed prerequisite clinical and didactic portions of the curriculum.
- C. College will appoint an Academic Coordinator of Clinical Education to direct the clinical education program at College and to act as liaison for College, Hospital and the student(s).
- D. College will be responsible for the determination of a student's final grade.
- E. College will notify Hospital six weeks prior to the beginning of the clinical program of its planned schedule of student assignment, including the dates of affiliation, the name(s) of the assigned student(s), the level of academic and pre-clinical preparation and necessary evaluation forms.
- F. College will provide the executive responsible for clinical operations at Hospital with information regarding course descriptions and objectives for each course.
- G. College will schedule an appointment for a hospital orientation for the student a minimum of ten working days prior to the start of clinical experience.
- H. College will require that the student and faculty comply with all applicable policies, procedures and rules of Hospital and College and maintain Hospital's standard of excellence. College and Hospital will provide an orientation to the student regarding said policies, rules and procedures.
- I. College shall maintain malpractice liability insurance or self-insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and not less than three million dollars (\$3,000,000) per year. Such insurance shall, to the extent permitted by law and subject to the terms of the policy, insure against malpractice loss, claim, damage, liability, cost and expense, solely attributable to the negligence of College faculty in connection with the operation of the clinical program.
- J. College will require that faculty members with direct patient contact at Hospital comply with policy implemented by Hospital regarding faculty members' knowledge of status of HIV and HBsAg antibodies.

- K. College will be required to provide Hospital, upon request, licensure and/or registration of applicable faculty.
- L. Neither College nor a faculty member will hold Hospital responsible for emergency treatment of any illness or injury incurred during clinical experiences at Hospital. The cost of such treatment shall be the responsibility of the faculty member.

5. RESPONSIBILITIES OF THE STUDENT

- A. The student is required to comply with all applicable policies, procedures, Code of Conduct, and rules of Hospital and College, and the Code of Ethics of any professional society or association for which the student is in training especially as those policies apply to safety procedures as mandated or required by OSHA and HIPAA regulations and shall participate in an orientation regarding policies, rules and procedures of Hospital or College.
- B. The student is responsible for demonstrating professional behavior appropriate to the environment of Hospital, including protecting the confidentiality of patients and maintaining high standards of patient care.
- C. The student is responsible for making appropriate arrangements for transportation to and from Hospital. If necessary, the student assumes any travel or living expenses incurred in relation to clinical education.
- D. The student is responsible for evaluating the clinical experience using forms provided by College and/or Hospital.
- E. The student is responsible for obtaining professional liability insurance, which provides coverage of at least one million dollars (\$1,000,000) per incident/three million dollars (\$3,000,000) per year. In the event the student is not covered under a professional liability policy offered by College, the student will provide proof of professional liability insurance to his/her preceptor in the amount of 1,000,000/3,000,000.
- F. The student will maintain current status of vaccinations as required by his/her institution and shall comply with policy implemented by Hospital regarding his/her knowledge of status of HIV and HBsAg antibodies.

6. NOTICES

All notices, terminations, or modifications of this agreement should be addressed to the following persons:

For Hospital: Executive Director Clinical Operations
Patient Care Services
Moore Regional Hospital
Post Office Box 3000
155 Memorial Drive
Pinehurst, NC 28374
Telephone: 910-715-3097

For College: Jack R. Smith II, BSN, MSN, APRN-BC
Chairperson, Nursing Department
Practical Nursing and ADN Programs
Fayetteville Technical Community College
PO Box 35236
Fayetteville, NC 28303-0236
(910) 678-8482

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

HOSPITAL:

FIRSTHEALTH OF THE CAROLINAS, INC.

By: [Signature]

Date signed: 12/22/08

By: Cheryl B Batchelor, Executive Director

Date signed: 12/19/08 Clinical Operations

ATTEST: _____

Date signed: _____

COLLEGE:

By: [Signature]

Date signed: 12-15-08

By: _____

Date signed: _____

ATTEST: Kay Williams

Date signed: 12-15-08

LETTER OF INTENT

_____ hereby submits this Letter of Intent to continue the
Affiliation Agreement for the _____ academic year between
_____ and FIRSTHEALTH OF THE CAROLINAS, INC. To
insure high quality clinical/field education experience, it is anticipated that there will be _____ students
enrolled in the _____ program.

(INSTITUTION)

TITLE

DATE

Send to Executive Director Clinical Operations Patient Care Services, FIRSTHEALTH Moore Regional
Hospital, P.O. Box 3000, 155 Memorial Drive, Pinehurst, NC 28374

Revised: April 2003